

TO:	CHAIR AND MEMBERS CORPORATE SERVICES COMMITTEE MEETING ON MARCH 19, 2019
FROM:	CATHY SAUNDERS CITY CLERK
SUBJECT:	INTEGRITY COMMISSIONER

RECOMMENDATION

That on the recommendation of the City Clerk, with the concurrence of the Managing Director, Corporate Services and City Solicitor, the following actions be taken with respect to the appointment of an Integrity Commissioner for The Corporation of the City of London and local boards:

- a) the staff report, dated March 19, 2019, entitled "Integrity Commissioner" BE RECEIVED;
- b) the City Clerk and the Managing Director, Corporate Services and City Solicitor BE DIRECTED to bring forward a draft Agreement between The Corporation of the City of London and Gregory F. Stewart for the provision of services as The Corporation of the City of London's and local boards' Integrity Commissioner for the term ending May 31, 2021, based on the same conditions set out in the current Agreement, for consideration at the April 16, 2019 meeting of the Corporate Services Committee;
- c) the City Clerk BE DIRECTED to bring forward to the April 16, 2019 meeting of the Corporate Services Committee, a proposed by-law to appoint Gregory F. Stewart as the Integrity Commissioner for The Corporation of the City of London and local boards.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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November 24, 2015, Report from City Clerk to the Chair and Members of the Corporate Services Committee regarding "RFP15-35 – Appointment of an Integrity Commissioner"

December 15, 2015 verbal report from the Managing Director, Corporate Services and Chief Human Resources Officer regarding the progress of the targeted recruitment for an Integrity Commission for the Corporation

BACKGROUND

The Municipal Council appointed an Integrity Commissioner on May 16, 2017 after undertaking both a Request for Proposal process and a targeted recruitment process. At the conclusion of the processes, Mr. Gregory Stewart was appointed as the Integrity Commissioner. The Corporation of the City of London and Mr. Stewart entered into an "Agreement for Municipal Integrity Commissioner" which expires on May 31, 2019. A copy of the current Agreement is attached as Appendix "A" to this report for your information.

In accordance with section 223.3(1) of the *Municipal Act, 2001*, the Integrity Commissioner shall carry out the following functions:

1. The application of the code of conduct for members of council and the code of conduct for members of local boards.

2. The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and of local boards.
3. The application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards.
4. Requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member.
5. Requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
6. Requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*.
7. The provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

The following summarizes the impact of the above-noted legislative changes as they relate to the role of the Integrity Commissioner:

- The functions to be performed by an Integrity Commissioner have been expanded considerably with the most significant being the application of, advice related to and the power to conduct inquiries under section 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* (MCIA) and the power to make an application to a judge for a determination that a member has contravened those sections of the MCIA.
- Municipalities must appoint an Integrity Commissioner for its members of council and local boards.
- New rules will apply related to processes to be followed for inquiries conducted by an Integrity Commissioner.

Previously, the functions of an Integrity Commissioner were limited by the *Municipal Act, 2001* to the:

- a) application of the code of conduct for members of council and of local boards; and
- b) application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of council and local boards.

The functions of the Commissioner have been expanded to include new matters, noting that these functions are mandatory:

- a) the application of sections 5, 5.1 and 5.2 of the *Municipal Conflict of Interest Act* to members of council and of local boards;
- b) requests from members of council and of local boards for advice respecting their obligations under the code of conduct applicable to the member;
- c) requests from members of council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members;

- d) requests from members of council and of local boards for advice respecting their obligations under the *Municipal Conflict of Interest Act*; and
- e) the provision of educational information to members of council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of council and members of local boards and about the *Municipal Conflict of Interest Act*.

One of the most significant changes is the new power granted to Integrity Commissioners to conduct inquiries concerning alleged contraventions of section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* by a member of council or a local board:

- a) an Integrity Commissioner may conduct an inquiry into any such matter if made on the application of an elector or a person demonstrably acting in the public interest;
- b) time restrictions apply with respect to when an application may be made and when the Integrity Commissioner must complete the inquiry;
- c) upon completion of the inquiry an Integrity Commissioner may exercise their discretion and apply to a judge for a determination as to whether the member has contravened section 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act*; and
- d) the costs of an Integrity Commissioner's application to a judge are to be paid by the municipality or the local board.

A number of provisions related to the processes used by Integrity Commissioners have been changed when conducting inquiries:

- a) requests for advice and responses given by an Integrity Commissioner must be in writing; and
- b) during the period from nomination day to voting day during a regular election:
 - i) no inquiries may be conducted, including inquiries under the MCI Act;
 - ii) an Integrity Commissioner may not report on any contraventions of the Code; and
 - iii) inquiries not completed before nomination day must be terminated.

Municipalities are required to appoint an Integrity Commissioner to perform the responsibilities noted above. It should also be noted that the *Municipal Act, 2001* now requires all municipalities appoint an Integrity Commissioner or make arrangements for that role to be carried out by an Integrity Commissioner of another municipality. The following rules will apply:

- a) where a municipality has not appointed an Integrity Commissioner, it must make arrangements for those responsibilities to be performed by a Commissioner of another municipality; and
- b) if a municipality has appointed an Integrity Commissioner but has not assigned to them all of the responsibilities set out in section 223.3(1) of the *Municipal Act, 2001*, the municipality must make arrangements for those responsibilities to be performed by an Integrity Commissioner of another municipality.

Given the expanded powers and role of the Integrity Commissioner, the Terms of Reference will be required to be amended and the contract for the Integrity Commissioner will need to also reflect these expanded powers and additional responsibilities.

A separate report submitted to the March 19, 2019 meeting of the Corporate Services Committee brings forward for Municipal Council's consideration a revised Code of Conduct for Members of Council and a revised complaint protocol to reflect recent changes to the *Municipal Act, 2001* and the *Municipal Conflict of Interest Act*, as well as an amended Terms of Reference for the role of the Integrity Commissioner.

Discussion

The current contract with the Integrity Commissioner establishes an hourly rate of \$250.00 per hour, plus applicable taxes, for time devoted to services as an Integrity Commissioner. In 2017, the costs billed by the Integrity Commissioner's for undertaking work in accordance with the contract was \$8,028.33. The 2018 the costs billed was \$6,055.78.

Mr. Stewart has indicated his willingness to be appointed as the Integrity Commissioner based on the same terms and conditions as set in the current contract, acknowledging that due to legislative changes the role of the Integrity Commissioner has been expanded and this will be reflected in the Agreement.

The Civic Administration recommends that Mr. Stewart be appointed as The Corporation of the City of London's Integrity Commissioner for an additional two years with the term of the contract expiring on May 31, 2021.

PREPARED AND RECOMMENDED BY:	REVIEWED AND CONCURRED BY:
CATHY SAUNDERS CITY CLERK	BARRY CARD, MANAGING DIRECTOR, CORPORATE SERVICES AND CITY SOLICITOR

Appendix "A"

CURRENT AGREEMENT FOR MUNICIPAL INTEGRITY COMMISSIONER

THIS AGREEMENT made this 17th day of May, 2016.

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the "City")

OF THE FIRST PART

AND:

GREGORY F. STEWART

(hereinafter referred to as "Stewart" and or the "Integrity Commissioner")

OF THE SECOND PART

WHEREAS section 223.3 of the *Municipal Act, 2001* authorizes the City to appoint an Integrity Commissioner who reports to Municipal Council and who is responsible for performing in an independent manner the functions assigned by Municipal Council in accordance with the legislation and the Municipal Council approved Terms of Reference;

WHEREAS the City wishes to retain Stewart as its Integrity Commissioner under the authority of the *Municipal Act, 2001* to perform the duties and responsibilities of that office pursuant to the terms of the legislation and this Agreement

NOW THEREFORE, in consideration of the covenants hereinafter set forth, and other good and valuable consideration, the sufficiency and receipt of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Term - The term of this Agreement is for the period commencing May 17, 2016 (the "commencement date") and ending on May 31, 2019 unless subject to prior early termination by either of the parties hereto and/or as otherwise renewed or extended by Agreement of the parties.

The City may at any time, suspend or terminate this Agreement by notice in writing and the duties thereunder or any portion thereof at any time. Upon receipt of such written notice, the Integrity Commissioner shall perform no further duties other than those reasonably necessary to close out the Integrity Commissioner's duties. Notwithstanding the foregoing, the City shall not terminate or suspend this Agreement while the Integrity Commissioner is engaged in an investigation. In such case, the termination or suspension will not take effect until the Integrity Commissioner has completed the investigation and provided his report to Council.

Upon termination of this Agreement, the Integrity Commissioner shall forthwith deliver all material and documentation related to any investigations underway to the City's next Integrity Commissioner, and all such material and documentation shall become the property of the new Integrity Commissioner of the City. In the event of the City not having contracted the services of a new Integrity Commissioner, upon termination of this Agreement the Integrity Commissioner shall make arrangements with the City Solicitor or City Manager to transfer the

material and documentation related to ongoing investigations in such a manner that satisfies the Integrity Commissioner's concerns respecting the confidentiality of the records, while allowing their use for the purposes that they were created.

The Integrity Commissioner shall retain all other records and documentation relating to his or her duties for a period of ten years following termination of this Agreement and then shall dispose of such records in a secure fashion by utilizing the City's Corporate Records Management Program.

Subject to the *Municipal Freedom of Information and Protection of Privacy Act* and subject to any other legislative requirement and the provisions of this Agreement, both during and after the term of this Agreement, the Integrity Commissioner shall not publish or issue any information respecting his duties under this Agreement without the prior written consent of the City's Council.

2. Services - The City of London hereby retains and appoints Stewart as Integrity Commissioner in accordance with the *Municipal Act, 2001* and Stewart accepts such appointment and agrees to perform the functions of Integrity Commissioner in accordance with this Agreement and as set out in the Code of Conduct for Members of Council and the Complaint Protocol of the Corporation of the City of London and as requested by the Council or Members of Council at all times in accordance with this Agreement and the *Municipal Act, 2001*.
3. Functions - As Integrity Commissioner, Stewart shall perform the functions and have the powers provided for in the Act, including but not limited to the following:

- (1) *Advisory*: Upon proper request, provide written and/or verbal advice to individual members of Council respecting the application of the Code of Conduct for Members of Council and the Complaint Protocol for the Corporation of the City of London, hereinafter collectively referred to as the "Code of Conduct" and/or any other procedures, rules, and policies relating to and reflecting upon their ethical behavior, including but not limited to general interpretation of the *Municipal Conflict of Interest Act (Ontario)*; and furthermore and when appropriate, provide the full Council with specific and general opinions and advice respecting compliance by elected officials in respect of the provisions of governing statutes, the Code of Conduct and any other applicable procedures, rules, and policies.

The Integrity Commissioner may be requested to provide such advice confidentially to the Member of Council making the request in respect of specific facts, and in a way in which the Member of Council may rely upon the advice provided. In such circumstances and where the Integrity Commissioner is requested to do so, he may provide advice in a general way to all Members of Council respecting the interpretation of the Code of Conduct.

- (2) *Compliance Investigation/Determinations*: Upon receipt of a complaint, the Integrity Commissioner shall assess the validity of the complaint to determine if it is appropriate and within the mandate of the Integrity Commissioner to investigate any alleged contraventions of the Code of Conduct identified in the complaint. Where the Integrity Commissioner has determined that the allegations made would, if substantiated, constitute a breach of the Code of Conduct, the Integrity Commissioner will investigate the alleged breach.

- (3) *Inquiry under s 223.4 of the Municipal Act, 2001*: Upon proper request from a member of Council or local board, municipal administration or one or more members of the public and having determined it is appropriate in the circumstances to initiate an inquiry under Subsection 223.4 of the *Municipal Act, 2001*, the Integrity Commissioner will conduct an inquiry and make a determination as to any alleged contravention of the Code of Conduct or applicable procedures, rules and policies by a member of Council and, thereafter, will report to Council the details and results of such inquiry.
- (4) *Reporting*: The Integrity Commissioner shall file an annual report to Municipal Council respecting the advice, education and investigations carried out in the previous year, and developments or recommendations of significance related to the role of the City's Integrity Commissioner.
- (5) *Educational*: The Integrity Commissioner shall provide outreach programs to members of Council and local boards and relevant staff on legislation, protocols, and office procedures emphasizing the importance of compliance with a Code of Conduct for public confidence in Municipal Government; and, furthermore, dissemination of information available to the public on the website operated by the City.
- (6) *Municipal Conflict of Interest Act*: Members of Council are governed by the *Municipal Conflict of Interest Act* and the provisions of that Act take precedence over any authority given to the Integrity Commissioner to receive or investigate complaints regarding alleged contraventions under that Act when a complaint involving the very same matter has been made under that Act. Where a proceeding has been commenced under the *Municipal Conflict of Interest Act*, the Integrity Commissioner shall suspend any investigation being conducted by him or her with respect to the same matter until the proceeding under the *Municipal Conflict of Interest Act* has been completed.
- (7) *Clarification or Withdrawal*: If the Integrity Commissioner is unclear about the substance of a request for advice, or if the Integrity Commissioner is unclear as to whether a request received from a Member of Council is a request for advice or a request for an investigation, then before commencing work on the matter, the Integrity Commissioner will first seek clarification from the Member of Council who referred the matter. Likewise, if as a result of any action taken by the Integrity Commissioner the Member of Council who referred the matter believes the action is not what was intended, then the Member of Council may provide clarification to the Integrity Commissioner or may withdraw his or her request to provide advice or to conduct an investigation, whichever the case may be.
- (8) *Report to Council*: The Integrity Commissioner is responsible for performing the duties set out in this section independently, and shall report directly to Council in respect of all such matters.
- (9) *Documents*: The Integrity Commissioner shall provide electronic copies of any reports to the City Clerk who shall be responsible for ensuring distribution to the appropriate individuals, except for matters received as fact-specific requests from individual Members of Council, in which case the Integrity Commissioner shall correspond directly with that individual Member of Council.

4. Fees

Hourly Rate - Stewart will be paid a fee of TWO HUNDRED FIFTY DOLLARS PER HOUR (\$250.00/hour), plus applicable taxes, for time devoted to services as Integrity Commissioner for the City of London.

- a) Expenses – Stewart will be entitled to reimbursement of expenses incurred in relation to performance of duties contemplated by this Agreement, including but not limited to food and hotel costs, car rental, railway transportation, and/or mileage charges, all at the respective municipal rates then in effect.
- b) Legal Advice/Fees - The parties agree that, when necessary, Stewart may arrange for and receive legal assistance and advice to properly perform the duties contemplated by this Agreement. The parties agree that, as a direct cost and not as a reimbursable expense, the City of London shall pay the cost of such legal assistance and advice.

5. Reviewing Records - If requested by the City, the Integrity Commissioner shall make available to the City such time sheets, accounts, records, receipts, vouchers and other documents as the City Solicitor or City Manager considers necessary for the purpose of substantiating the Integrity Commissioner's invoices.

The City may, at any time and from time to time during the term of this Agreement and ten (10) years following its termination or expiry, audit and inspect the Integrity Commissioner's accounts, records, receipts, vouchers, records of accessible customer service training (if applicable), and other similar documents relating to performance of the duties and this Agreement and shall have the right to make copies thereof and take extracts therefrom.

The Integrity Commissioner shall make available to the City the materials referred to in this section in order that the City may carry out audits and inspections as provided in this section and shall furnish the City and its authorized representative with all such information as the City or such representatives may from time to time require with reference to such materials. The Integrity Commissioner shall furnish such materials to the City within such timeframe as reasonably required by the City. Without limiting the generality of the foregoing, the Integrity Commissioner shall furnish any required records of accessible customer service training to the City within ten (10) business days of the City's request, unless otherwise agreed upon by the City.

6. Confidentiality - During the term of this Agreement, pursuant to Subsection 223.5 of the *Municipal Act, 2001*, the Integrity Commissioner is entitled to have access to all books, financial records, electronic data, processing records, reports, files and any other papers, things or property belonging to or used by the municipality that the Integrity Commissioner believes to be necessary for an inquiry.

The Integrity Commissioner and every person acting under the instructions of the Integrity Commissioner shall reasonably preserve secrecy with respect to all matters that come to his knowledge in the course of carrying out any of the duties of the Integrity Commissioner under this Agreement, except as required by law in a criminal proceeding or in accordance with Subsection 223.5(1) of the *Municipal Act, 2001*.

Where the Integrity Commissioner reports to the City that in his opinion a Member of Council has contravened the Code of Conduct, the Integrity Commissioner may disclose in the report such matters as in the Integrity Commissioner's opinion are necessary, subject to applicable law.

If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of the *Criminal Code of Canada* or of any other Act, the Integrity Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting police investigation and charge has been finally disposed of, and shall report the suspension to Council.

Except as may be required by law, the Integrity Commissioner shall not disclose confidential information that was the subject of a closed meeting under Section 239 of the *Municipal Act, 2001*, or which could identify a person concerned.

In the event the Integrity Commissioner believes access is required to files and documents for which solicitor-client privilege is claimed, the Integrity Commissioner shall discuss such request with the City Solicitor and, if in the opinion of the City Solicitor, such request needs to be discussed with City Council, then the direction of City Council will be sought by the City Solicitor, with the exclusion of the Member(s) of Council, if any, under investigation.

Upon receipt of a formal complaint pursuant to the Code of Conduct, and where the Integrity Commissioner determines that the complaint meets the criteria to be investigated, the Integrity Commissioner may elect to conduct an informal investigation or alternatively to exercise the powers of a Commission under Parts I and II of the *Public Inquiries Act*, as contemplated by Subsection 223.4(2) of the Act.

Upon receipt of a formal complaint pursuant to the Code of Conduct, the Integrity Commissioner will first determine whether the complaint is invalid by virtue of the reason that the Integrity Commissioner determines the complaint to be,

- a) outside of the jurisdiction of the Integrity Commissioner;
- b) frivolous or vexatious;
- c) made in bad faith or without substance; or
- d) insufficient basis to conduct an investigation, including not relevant to the objectives of the *Municipal Act, 2001*, the Council Code of Conduct or in the public interest.

Where the Integrity Commissioner so determines, he shall report the nature of the formal complaint and the reason for not investigating to City Council.

If the Integrity Commissioner is satisfied that a formal complaint regarding a Member of Council does not contain sufficient information to set out in a *prima facie* contravention of the Code of Conduct, the Integrity Commissioner shall stay any inquiry into the complaint. The Integrity Commissioner shall notify the complainant that the matter is stayed and provide an opportunity for the complainant to provide additional information to allow the Integrity Commissioner to determine whether there has been a possible contravention of the Code of Conduct. Where satisfied that the information sets out a *prima facie* contravention of the Code of Conduct, the Integrity Commissioner shall lift the stay and conduct the inquiry and where not satisfied, the Integrity Commissioner shall file a report setting out that decision.

If the Integrity Commissioner is satisfied, after considering the information contained in the complaint and any other relevant information, that a complaint regarding a Member of Council is frivolous, vexatious or not made in good faith, or where the complaint is not within the mandate of the Integrity Commissioner, he shall not conduct an inquiry. Where this becomes apparent in the course of an inquiry, the Integrity Commissioner shall terminate the inquiry and prepare and file a report to Council.

7. Insurance - During the term of this Agreement, the Integrity Commissioner shall procure and maintain errors and omissions insurance of not less than \$2 million.

The insurance as required under this section shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the City at least sixty (60) clear days before the effective date thereof. Any revisions must be submitted to the City Manager for approval.

The Integrity Commissioner shall provide the City with a certificate of insurance indicating compliance with this section upon execution of this Agreement.

8. General Indemnity

The City will save harmless and fully indemnify the Integrity Commissioner, both during and following the term of this Agreement, from and against all costs, actions, suits, claims, demands whatsoever incurred in the course of actions taken within the terms of the duties to be performed by the Integrity Commissioner described herein for any act done in good faith in the performance or intended performance of a duty or authority under the *Municipal Act, 2001* or a by-law passed under it or for any alleged neglect or default in the performance in good faith of the duty or authority. The Corporation shall indemnify the Integrity Commissioner by i) assuming the cost of defending the Integrity Commissioner in an action or proceeding; ii) paying any damages or costs awarded against the Integrity Commissioner as a result of an action or proceeding, iii) paying, either by direct payment or by reimbursement, any expenses reasonably incurred by the Integrity Commissioner as a result of an action or proceeding or iv) paying any sum required in connection with the settlement of an action or proceeding, to the extent that such costs, damages, expenses or sums are not assumed, paid or reimbursed under any provision of any insurance maintained by the Corporation or the Integrity Commissioner for the benefit and protection of him against any liability incurred by him. The Corporation shall have the right to select and retain the lawyer to represent the Integrity Commissioner in circumstances where he seeks indemnity pursuant to this Agreement and shall have the right to approve any settlement of any action or proceeding. Where the Integrity Commissioner is served with any process issued out of or authorized by any court, administrative tribunal or other administrative, investigative or quasi-judicial body in connection with any action or proceeding, he shall deliver a copy of the process forthwith to the City Manager if he is seeking indemnity under this Agreement. The Integrity Commissioner shall cooperate fully with the Corporation and any lawyer retained by the Corporation to defend such action or proceeding and shall make available to such lawyer all information and documents relevant to the matter subject to applicable requirements of privilege and confidentiality.

9. Conflict of Interest - The Integrity Commissioner acknowledges and advises that he does not have any conflicts of interest that would interfere with carrying out the duties under this Agreement and that he shall be impartial and neutral and shall perform all duties skillfully, competently, independently and in accordance with all applicable law.

If the Integrity Commissioner becomes aware of a situation where a conflict of interest could arise, the Integrity Commissioner shall:

- a) advise the City Manager immediately in writing of the nature of the conflict;
- b) refrain from conducting any further investigation or providing advice on the matter at issue until further direction is given by the City Manager

Upon receipt of a notice in writing from the Integrity Commissioner in accordance with this section the City may:

- a) terminate this Agreement; or
 - b) request the Integrity Commissioner to remove himself or herself from an investigation/inquiry or to stop any further work on a matter, in which case, the Integrity Commissioner shall immediately make arrangements to transfer all related documentation to the City Solicitor or City Manager as soon as possible. In that case, the City Manager may retain another person to conduct the investigation/inquiry or to carry on the work in question in place of the Integrity Commissioner, as the City Manager deems appropriate.
10. No Amendment - This Agreement may only be changed or amended in writing duly executed by the duly authorized representatives of both parties.
 11. Independent Contractor - Notwithstanding the appointment as a statutory officer, the parties agree and acknowledge that Stewart is a contractor independent of the City of London. Nothing within this Agreement shall be interpreted to render or create a relationship of employer/employee, partnership, franchise, agency, joint venture or other like arrangement as between Stewart and the City of London.
 12. Statutory Officer - For purposes of the Agreement and solely for the purpose of arranging for errors and omission insurance, the Integrity Commissioner shall be deemed to hold the status of "Statutory Officer" under the *Municipal Act, 2001*.
 13. Early Termination - The within Agreement may be terminated by either party upon fifteen (15) days' notice by delivery of a written notice of such early termination delivered during the term of this Agreement.
 14. Notice - Any notice required pursuant to this Agreement shall be delivered to the respective parties hereto at the following addresses:

For the City of London:
300 Dufferin Avenue
PO Box 5035
London, Ontario
N6A 4L9

Attention: City Manager

For Gregory F. Stewart:
Donnelly Murphy Lawyers Professional Corporation
18 The Square
Goderich, Ontario
N7A 3Y7

Any written notice between the parties hereto pursuant to this Agreement which specifically excludes any invoice rendered herein, shall be delivered or sent by pre-paid registered mail addressed to the parties at the respective addresses listed above. Notice shall be deemed to have been received on the date on which notice was delivered to the addresses designated or, in the case of mailing, on the fifth day after the date of mailing.

15. Severability - All paragraphs, terms, and conditions of this Agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term, or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

16. Complete Agreement - This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of this Agreement.
17. Enurement - This Agreement shall enure to the benefit of and is binding upon the parties hereto and their respective successors, heirs, executors and permitted assigns.
18. Governing Law -This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract.
19. Amendments -The City may in writing at any time after the execution of this Agreement or the commencement of the duties delete, extend, vary or otherwise alter the Code of Conduct and the duties forming the subject of this Agreement. The City shall consult with the Integrity Commissioner prior to changing the duties. The Integrity Commissioner shall have the option of terminating this Agreement upon giving thirty days notice if the scope of the duties is materially altered without the Integrity Commissioner's consent.

IN WITNESS WHEREOF the parties are to have caused the Agreement to be signed and sealed and/or executed by their respective officers which are duly authorized as of the date first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CORPORATION OF THE CITY OF
LONDON

Per:

Mayor

Per:

Clerk

We have authority to bind the Corporation

Gregory F. Stewart